

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 20	
2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY  CDR, HQ US Army INSCOM 8825 BEULAH STREET FORT BELVOIR, VA 22060		7. ADMINISTERED BY (If other than Item 6)  SEE BLOCK 6.		CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W911W4-06-R-0013			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) Aug 21, 2006			
				<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.			
				<input type="checkbox"/> 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>		
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See the following pages for the Amendment 02 information for Exercise Support RFP W911W4-06-R-0013. The RFP has previously been extended to 28 Sep 2006.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		MATTHEW KLINK, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	9/21/2006

## **Executive Summary**

### **Change from:**

The contract to be awarded under this solicitation will be indefinite delivery, indefinite quantity (IDIQ) for a five year period in which orders may be executed. Task Orders will be issued as Cost Plus Fixed Fee orders. Task orders may be issued subject to availability of funds. The specific linguist services may be bought on the basis of man-days, task completion or number of linguists based on the specific task order. The fixed fee for all orders will be determined by the competitively evaluated fixed fee as prorated against the man-day equivalents required by the Government to perform an order.

Award of the IDIQ Contract will be made to the responsible Offeror whose proposal is determined to be the Best Value to the Government based on the evaluation factors, which consist of Management, Past Performance, and Cost. Selection of the successful Offeror will be based on a comprehensive evaluation to determine the responsible Offeror whose proposal is considered the best value to satisfy Government requirements and objectives at a reasonable, realistic, and affordable cost. In the event that two proposals are determined to be essentially equal considering only non-cost factors, then award may be made to the proposal offering the lower evaluated cost.

Offeror proposals under the Management, Past Performance and Cost Factors will substantially address performance of Sample Order 1. The Sample Order will be the basis of a fee per linguist-day (man-day), determining the fixed fee for all future orders. This fee per linguist will, depending on the number of linguist days that are needed for a specific training exercise, determine the fixed fee for a specific order. The Cost Factor assessment of Offeror proposals will be an evaluation of the most probable cost to the Government to perform the above Sample Order.

### **Change to:**

The contract to be awarded under this solicitation will be indefinite delivery, indefinite quantity (IDIQ) for a five year period in which orders may be executed. Task Orders will be issued as Cost Plus Fixed Fee (CPFF) orders, or as a fixed price order if the Contracting Officer determines that all or part of a scope of work for a specific exercise is suitable for a fixed price. Task orders may be issued subject to availability of funds. The specific linguist services may be bought on the basis of man-days, task completion or number of linguists based on the specific task order. The fixed fee for all CPFF orders will be determined by the competitively evaluated fixed fee amounts as prorated against the linguist days required by the Government to perform an order.

Award of the IDIQ Contract will be made to the responsible Offeror whose proposal is determined to be the Best Value to the Government based on the evaluation factors, which consist of Management, Past Performance, and Cost. Selection of the successful Offeror will be based on a comprehensive evaluation to determine the responsible Offeror whose proposal is considered the best value to satisfy Government requirements and

objectives at a reasonable, realistic, and affordable cost. In the event that two proposals are determined to be essentially equal considering only non-cost factors, then award may be made to the proposal offering the lower evaluated cost.

Offeror proposals under the Management, Past Performance and Cost Factors will substantially address performance of Sample Order 1 which includes primarily CAT I linguists. Offeror's proposals should include Management or Cost information for the one each CAT II or CAT III linguists identified in the order. The Sample Order will be the basis of a fee per linguist-day (man-day), determining the fixed fee for all future CPFF orders. This fee per linguist will, depending on the number of linguist days that are needed for a specific training exercise, determine the fixed fee for a specific order. The Cost Factor assessment of Offeror proposals will be an evaluation of the most probable cost to the Government to perform the Sample Order.

## Section B

### Add Line Item:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Dollars, U.S.		NSP
	Exercise Support				
	FFP				
	FOB: Destination				
				COST	
				FIRM FIXED PRICE	

### Change from:

#### B.1 CONTRACT TYPE/VALUE

This is a Cost Plus Fixed Fee (CPFF) IDIQ contract. The minimum value of services that will be ordered on this contract is \$2,000,000. The maximum of all orders under this contract including any option to extend the term of the contract is \$104,000,000. Task orders may be issued subject to availability of funds. The specific linguist services may be bought on the basis of man-days, task completion or number of linguists based on the specific task order.

### Change to:

#### B.1 CONTRACT TYPE/VALUE

This is an IDIQ contract which provides for issuing both Cost Plus Fixed Fee (CPFF) and Firm Fixed Price (FFP) Task Orders. The minimum value of services that will be ordered on this contract is \$2,000,000. The maximum of all orders under this contract including any option to extend the term of the contract is \$104,000,000. Task orders may be issued subject to availability of funds. The specific linguist services may be bought on the basis of man-days, task completion or number of linguists based on the specific task order.

**Add:**

**B.3 PROPOSAL SUBMISSION OPTION**

If the Procuring Contracting Officer (PCO) deems that all or part of the the scope of work is appropriate for a FFP task order, the offeror will be given the option of submitting its proposal on a FFP or CPFF basis or a combination thereof.

**Section C**

**Change Statement of Work from:**

2.1.1. Interpreters/Translators

The contractor shall provide interpreter and translator services for various specified contract required languages (SCRL). Shown below is a list of the SCRL languages that are currently required. This list is neither all-inclusive nor final:

**Change to:**

2.1.1 Interpreters/Translators

The contractor shall provide interpreter and translator services for various specified contract required languages (SCRL). The linguists provided under this contract may be used in various ways during an exercise, including some non-speaking activities, however all personnel participating in the exercise must meet the criteria for the linguist category or categories ordered. The costs associated with any personnel provided to participate in exercises who are not qualified linguists (CAT I, CAT II, or CAT III) shall not be considered as allowable, allocable costs under any order issued under this IDIQ contract. Shown below is a list of the SCRL languages that are currently required. This list is neither all-inclusive nor final:

**Change from:**

Category III (CAT III)

Native proficiency in the SCRL language is preferred for Category III linguist, but is not required. CAT III linguists shall meet at a minimum the criteria of ILR level 3. CAT III

linguists shall be able to understand the essentials of all speech in a standard dialect and have broad enough vocabulary that he/she rarely has to ask for paraphrasing or explanation. CAT III linguists shall be able to follow accurately the essentials of conversations between educated native speakers, reasonably make and answer telephone calls, understand radio broadcasts, news stories similar to wire service reports, oral reports, some oral technical reports and public addresses on non-technical subjects. CAT III linguists shall be fluent in English.

CAT III linguists shall be U.S. citizens who either possess a TOP SECRET Security Clearance with access to Sensitive Compartmented Information (TS/SCI), or who, after prescribed counterintelligence screening, have been granted by the U.S. Government at a minimum, an interim TS clearance with interim access to SCI. This interim access is not transferable to other government contracts or agencies.

**Change to:**

Category III (CAT III)

Native proficiency in the SCRL language is preferred for Category III linguist, but is not required. CAT III linguists shall meet at a minimum the criteria of ILR level 3. CAT III linguists shall be able to understand the essentials of all speech in a standard dialect and have broad enough vocabulary that he/she rarely has to ask for paraphrasing or explanation. CAT III linguists shall be able to follow accurately the essentials of conversations between educated native speakers, reasonably make and answer telephone calls, understand radio broadcasts, news stories similar to wire service reports, oral reports, some oral technical reports and public addresses on non-technical subjects. CAT III linguists shall be fluent in English.

CAT III linguists shall be U.S. citizens who either possess a TOP SECRET Security Clearance with access to Sensitive Compartmented Information (TS/SCI), or who, after prescribed counterintelligence screening, have been granted by the U.S. Government at a minimum, an interim TS clearance with interim access to SCI. This interim access is not transferable to other government contracts or agencies.

CAT III linguists are not normally utilized for Exercise Support Task Orders. This contract may require utilization of CAT III linguists in accordance with individual Task Orders. That requirement will be identified in the individual Task Order. Paragraph H.14 may require the government to utilize CAT III linguists during the performance of this contract.

**Delete Paragraph C 2.1.2.4 Medical Review in its entirety.**

**Section H**

**Change the Table of Content from:**

## H.2 RESERVED

### **Change to:**

## H.2 ORGANIZATIONAL CONFLICT OF INTEREST

### **Change H.2 from:**

## H.2 RESERVED

### **Change to:**

## H.2 ORGANIZATIONAL CONFLICT OF INTEREST

- a. Under this contract, the contractor may gain access to proprietary or source selection information of another contractor while performing translation services for the Government. The contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.
- b. Under this contract, the contractor may provide translation services which gains access to information related to the contractor's own or a competitor's products or services. The contractor shall ensure safeguards are established to prevent this information from being used by the contractor for any business purpose other than as required under this contract.
- c. Based on paragraph a and b above, performance of this contract creates potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505. The contractor shall not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. This provision shall apply to the prime contractor and all subcontractors. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for two (2) years thereafter. The government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.
- d. The work performed under this contract may create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to third-party proprietary information.

- e. Whenever performance of this contract provides access to another contractor's proprietary information, the contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.
- f. The contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such information subject to the limitations described in this clause, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the contractor, or thereafter, improperly disclose such data or information.
- g. The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.
- h. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law.
- i. The contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for two (2) years thereafter. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the Government Contracting Officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to OCI Clause restrictions outlined above.

**Change H.4 from:**

**H.4 PERSONAL SERVICES**

It is not planned to contract for personal services under this contract. In the event the contractor considers a personal services situation to have developed he will immediately notify the PCO, pursuant to Changes--Cost Reimbursement (Aug 1987) - Alternate II , 52.243-2 Alt II , April 1984, incorporated by reference in Section I. Work that is otherwise appropriate to the scope of work for this IDIQ contract that is determined to

constitute personal services may be placed in an order under this contract provided appropriate statutory authority exists and any needed approvals are obtained.

**Change to:**

#### H.4 PERSONAL SERVICES

It is not planned to contract for personal services under this contract. In the event the contractor considers a personal services situation to have developed he will immediately notify the PCO, pursuant to Changes--Cost Reimbursement (Aug 1987) - Alternate II, 52.243-2 Alt II, April 1984, or Changes--Fixed Price (Aug 1987)- Alternate II, 52.243-1 Alt II, April 1984, both incorporated by reference in Section I. Work that is otherwise appropriate to the scope of work for this IDIQ contract that is determined to constitute personal services may be placed in an order under this contract provided appropriate statutory authority exists and any needed approvals are obtained.

**Change H.5 from:**

#### H.5 RESERVED

**Change to:**

#### H.5 CLASSIFIED WORK

Although the need for CAT II or CAT III linguists is extremely rare, when required for a specific task order, all classified work and all access to classified information will occur at the Government facility where the exercise is being conducted. Under no circumstances will any classified work authorized under this contract occur at the contractor's facility. Under no circumstances will any classified information made available under this contract be stored at the contractor's facility.

**Change H.9 from:**

#### H.9 ORDERING

##### 9.1 Ordering Process

9.1.1. All orders issued under this IDIQ contract will be issued by INSCOM. No other organization is authorized to issue orders against this instrument.

9.1.2 In the event that the Contracting Officer determines that it is necessary to begin performance of a task order before performance could begin using a bi-lateral task order, an Unpriced Contractual Action may be used. An Unpriced Contractual Action may be used as prescribed at DFARS Subpart 217.74.



9.1.3 Prior to issuance of any bilateral task order (except those described in paragraph H.9.1.2 above) under this contract, the Contracting Officer shall issue a request for proposal for the work specified in the task order. The Contractor's proposal shall consist of an estimate of the cost to perform the work in the format previously agreed upon by the parties. The proposal must include costs for labor, materials, travel, equipment and supplies, indirect costs and fee, and a technical description of the contractor's plan to accomplish the work. The level of detail of the technical proposal shall be described in the statement of work of the task order. Based upon the Contractor's proposal, the Contracting Officer and the Contractor shall enter into negotiations and reach agreement on the estimated cost plus fee of the task order.

9.1.4 If the Contractor concludes that the statement of work for the task order is not within the scope of the basic contract, the contractor shall notify the Contracting Officer immediately in writing and shall include the reason for such determination. Should the PCO disagree with the Contractor's position, he will direct the contractor to proceed with the proposal submission. While expeditiously responding to the PCO direction, the Contractor may formally submit a dispute under the Disputes Clause. In the event that a Statement of Work for a proposed Task Order is deemed by the Contractor to be a change within the general scope of the contract, pursuant to the terms of FAR 52.243-2 with Alt II, entitled "Changes – Cost Reimbursement" (Aug 1987), Alt II (Aug 1984), the procedures set forth in the clause shall apply.

9.1.5 All orders will be signed by the Contracting Officer before performance of work begins. No work shall be initiated by the Contractor prior to receipt of the signed task order or other written notice to proceed from the Contracting Officer. A task order shall be deemed "issued" for purposes of this contract at the time the Government deposits the task order in the mail or transmits the order by electronic facsimile (FAX) or email.

9.1.6 It is the intent of the Government to distribute the issuance of task orders over the period of the contract; however, due to the nature of the mission, there is no guarantee of an orderly flow of work. Task orders may be issued under this contract from date of award throughout the contract period of performance.

9.1.7 All task orders issued hereunder are subject to the terms and conditions of the basic contract. The basic contract shall take precedence in the event of a conflict with any task orders.

9.1.8 The work under this contract shall be performed in accordance with the written statement of work attached to and made a part of each task order.

9.2 FEE DETERMINED FOR ALL TASK ORDERS. The fixed fee for orders placed during the first year after award will be based on the number of interpreter and translator days required for the order times the fee per translator and interpreter day.

Fee per translator and interpreter day for program year one orders - \_\_\_\_\_.  
Fee per translator and interpreter day for program year two orders - \_\_\_\_\_.

Fee per translator and interpreter day for program year three orders - \_\_\_\_\_.  
Fee per translator and interpreter day for program year four orders - \_\_\_\_\_.  
Fee per translator and interpreter day for program year five orders - \_\_\_\_\_.

**Change to:**

## H.9 ORDERING

### 9.1 Ordering Process

9.1.1. All orders issued under this IDIQ contract will be issued by INSCOM. No other organization is authorized to issue orders against this instrument.

9.1.2 In the event that the Contracting Officer determines that it is necessary to begin performance of a task order before performance could begin using a bi-lateral task order, an Unpriced Contractual Action may be used. An Unpriced Contractual Action may be used as prescribed at DFARS Subpart 217.74.

9.1.3 Prior to issuance of any bilateral task order (except those described in paragraph H.9.1.2 above) under this contract, the Contracting Officer shall issue a request for proposal for the work specified in the task order. If the Contracting Officer determines that the scope of work is appropriate for a fixed price contract then the contractor will be provided the option of submitting a proposal for Fixed Price Order or for a CPFF Order. The Contractor's proposal shall consist of an estimate of the cost to perform the work in accordance with FAR 15.403-4 and Table 15-2 at FAR Subpart 15.4—Contract Pricing. The proposal must include costs for labor, materials, travel, equipment and supplies, indirect costs and fee, and a technical description of the contractor's plan to accomplish the work. The level of detail of the technical proposal shall be described in the statement of work of the task order. Based upon the Contractor's proposal, the Contracting Officer and the Contractor shall enter into negotiations and reach agreement on the estimated cost and the proper application of the fee amount specified at H.9.2., or a fixed price , as appropriate.

9.1.4 If the Contractor concludes that the statement of work for the task order is not within the scope of the basic contract, the contractor shall notify the Contracting Officer immediately in writing and shall include the reason for such determination. Should the PCO disagree with the Contractor's position, he will direct the contractor to proceed with the proposal submission. While expeditiously responding to the PCO direction, the Contractor may formally submit a dispute under the Disputes Clause. In the event that a Statement of Work for a proposed Task Order is deemed by the Contractor to be a change within the general scope of the contract, pursuant to the terms of FAR 52.243-2 with Alt II, entitled "Changes -- Cost Reimbursement" (Aug 1987), Alt II (Aug 1984), or FAR 52.243-1 with Alt II, entitled "Changes -- Fixed Price", the procedures set forth in the clause shall apply.

9.1.5 All orders will be signed by the Contracting Officer before performed task order or other written notice to proceed from the Contracting Officer. A task order shall be deemed "issued" for purposes of this contract at the time the Government deposits the task order in the mail or transmits the order by electronic facsimile (FAX) or email.

9.1.6 It is the intent of the Government to distribute the issuance of task orders over the period of the contract; however, due to the nature of the mission, there is no guarantee of an orderly flow of work. Task orders may be issued under this contract from date of award throughout the contract period of performance.

9.1.7 All task orders issued hereunder are subject to the terms and conditions of the basic contract. The basic contract shall take precedence in the event of a conflict with any task orders.

9.1.8 The work under this contract shall be performed in accordance with the written statement of work attached to and made a part of each task order

9.2 FEE DETERMINED FOR CPFF TASK ORDERS. The fixed fee for orders placed during years one through five will be based on the number of interpreter and translator days required for the order times the fee per translator and interpreter day as stipulated below.

Fee per translator and interpreter day for program year one orders - \$ \_\_\_\_\_.  
Fee per translator and interpreter day for program year two orders - \$ \_\_\_\_\_.  
Fee per translator and interpreter day for program year three orders - \$ \_\_\_\_\_.  
Fee per translator and interpreter day for program year four orders - \$ \_\_\_\_\_.  
Fee per translator and interpreter day for program year five orders - \$ \_\_\_\_\_.

**Change Table of Contents H .12 Labor Rate Table from:**

H.12 LABOR RATE TABLE

**Change to:**

H.12 RESERVED

**Change H.12 Labor Rate Table from:**

H.12 LABOR RATE TABLE (ATTACHMENT 5)

The Labor Rate Table (Attachment 5) shall be completed by the Offeror and submitted with cost proposals. The rates should reflect the five year period with an increase in accordance with the Consumer Price Index for services for each additional year beyond the first year. The Labor Rate Table shall show the floor and cap rates for CAT I, II, and III linguists and all other direct labor categories.

**Change to:**

H.12 RESERVED

**Section I**

**Add Clauses Incorporated by Reference:**

52.219-14 Limitations on Subcontracting Dec 1996

52.243-1 Alt II Changes--Fixed Price (Aug 1987) – Alternate II Apr 1984

52.249-2 Termination for Convenience of the Government (Fixed-Price) May 2004

52.248-8 Default (Fixed-Price Supply and Services Apr 1984

**Section J**

**Delete:** Attachment 5 Labor Rate Table

**Section L**

**Change L.8 from:**

L.8 ALTERNATIVE PROPOSALS NOT ACCEPTABLE

Alternative proposals will not be accepted. The Offeror is limited to the submission of one proposal. Alternative approach proposals will not be evaluated.

**Change to:**

L.8 ALTERNATIVE PROPOSALS NOT ACCEPTABLE

Alternative proposals will not be accepted. The Offeror is limited to the submission of one proposal. Alternative approach proposals will not be evaluated. **The Contractor shall not submit an Alternative Firm Fixed Price proposal for Sample Order 1. Sample Order 1 shall be proposed only as Cost Plus Fixed Fee type proposal.**

**Change L.10.4 paragraph from:**

The Offeror shall identify in its management proposal the use of any technology or information on a contract deliverable that is proprietary in nature to the contractor. (See DFARS 252.227-7017 as incorporated by reference in Section I of this solicitation.) The information listed below shall also be included in the Management Volume but shall be submitted as Microsoft Word Documents. (No Cost Data will be included in the Management Volume).

**Change to:**

The Offeror shall identify in its management proposal the use of any technology or information on a contract deliverable that is proprietary in nature to the contractor. (See DFARS 252.227-7017 as incorporated by reference in Section I of this solicitation.) The information listed above shall also be included in the Management Volume but shall be submitted as Microsoft Word Documents. (No Cost Data will be included in the Management Volume).

**Change Factor 3.0 Cost number 7 (e) Fee from:**

(e) Fee

The Offeror shall clearly delineate the cost base to which the fee percentages are applied. The fee amount will be used to derive a translator and interpreter fee per day which will be used to determine the fixed fee per order for years one through five of the IDIQ contract.

**Change to:**

(e) Fee

The Offeror shall clearly delineate the cost base to which the fee percentages are applied. The fee amount will be used to derive a translator and interpreter fee per day which will be used to determine the fixed fee per order for years one through five of the IDIQ contract. The following escalation shall be applied to the fee amount proposed for the first year to determine the fee amount per linguist day for years 2 through 5. The calculated amount below will be inserted into Special Provision H 9.2.

Base Fee amount per linguist day	Base Fee times 1	\$_____ per linguist day
Program Year 2	Base Fee times 1.038	\$_____ per linguist day
Program Year 3	Base Fee times 1.076	\$_____ per linguist day
Program Year 4	Base Fee times 1.116	\$_____ per linguist day
Program Year 5	Base Fee times 1.157	\$_____ per linguist day

**Change Factor 3.0 Cost number 10 from:**

a. Direct Labor –

(1) Direct Labor Hours –

Offeror should propose site management and linguist costs based on a workweek of 12 hours per day 6 days per week. Full Time Equivalent (FTE) is equal to 3,744 man-hours per year and should be proposed accordingly. As a separate supporting schedule in the cost volume (as identified as Figure 2 below) the Offeror(s) should submit a person-loading schedule that is a summary of the total proposed hourly requirements by proposed labor category for Sample Order 1. These hourly requirements are to include (but separately identify) subcontractor(s), inter-divisional transfer(s), and team member hours. All hours shown in this schedule must agree with those reflected in the cost summaries required, and your proposed management approach.

**Change to:**

a. Direct Labor –

(1) Direct Labor Hours –

Offeror should propose site management and linguist costs based on workweek of 12 hours per day for the duration of the exercise. As a separate supporting schedule in the cost volume (as identified as Figure 2 above) the Offeror(s) should submit a person-loading schedule that is a summary of the total proposed hourly requirements by proposed labor category for Sample Order 1. These hourly requirements are to include (but separately identify) subcontractor(s), inter-divisional transfer(s), and team member hours. All hours shown in this schedule must agree with those reflected in the cost summaries required, and your proposed management approach.

**Change from:**

(2) Direct Labor Rates –

The Government requires visibility into the labor and skills mix inherent in the proposal to make a complete evaluation. The Offeror should include a schedule showing all proposed unburdened labor category rates (including linguist direct labor rates) for all years involved. For linguist CAT I, II, and III direct labor rates the Offeror should explain the basis for the proposed rates and salaries and provide documentation supporting the realism and reasonableness of the rates. For all other labor categories (CAT I, II, III, and key and non-key personnel), if other than standard bidding rates are used (e.g. composite rates or salaries), include a detailed explanation of why they are being used and provide a mapping of the Offeror's standard company labor categories and rates to the proposed labor categories and rates. If standard bidding rates are used, the Offeror should identify the date of the submission and whether a Forward Pricing Rate Agreement was established as a result of the submission. If the Offeror has an approved Forward Pricing Rate Agreement (FPRA), adequate proof of this approval should be included in the cost proposal. If the Offeror chooses to include other expenses as part of the proposed labor rates, or labor cost, the portion of the proposed rate or labor cost that represents such costs should be separately identified and an explanation of what the estimated cost is based on should be disclosed.

**Change to:**

(2) Direct Labor Rates –

The Government requires visibility into the labor and skills mix inherent in the proposal to make a complete evaluation. The Offeror should include a schedule showing all proposed unburdened labor category rates (including linguist direct labor rates) for all years involved. For linguist CAT I direct labor rates the Offeror should explain the basis for the proposed rates and salaries and provide documentation supporting the realism and reasonableness of the rates. For linguist CAT II direct labor rates the Offeror should explain the basis for the proposed rates and salaries and provide documentation supporting the realism and reasonableness of the rates. For linguist CAT III direct labor rates the Offeror should explain the basis for the proposed rates and salaries and provide documentation supporting the realism and reasonableness of the rates. For all other labor categories (CAT I, CAT II, CAT III and key and non-key personnel), if other than standard bidding rates are used (e.g. composite rates or salaries), include a detailed explanation of why they are being used and provide a mapping of the Offeror's standard company labor categories and rates to the proposed labor categories and rates. If standard bidding rates are used, the Offeror should identify the date of the submission and whether a Forward Pricing Rate Agreement was established as a result of the submission. If the Offeror has an approved Forward Pricing Rate Agreement (FPRA), adequate proof of this approval should be included in the cost proposal. If the Offeror chooses to include other expenses as part of the proposed labor rates, or labor cost, the portion of the proposed rate or labor cost that represents such costs should be separately identified and an explanation of what the estimated cost is based on should be disclosed.

**Change Factor 3.0 Cost number 11 from:**

11. Deviations from Normal Proposal Practices –

Any deviations from normal proposal practices must be fully explained in detail and supported. Any accounting changes, management challenges, cost sharing arrangements, rate caps, or any other competitive feature without full detailed explanation AND language to be incorporated into any resultant contract WILL NOT be considered. This is also applicable to any subcontractor or interdivisional transfer. We are not encouraging any such changes. To the extent that any change is not adequately supported, the evaluated assessment of the Offeror's submission may be negatively impacted.

**Change to:**

11. Deviations from Normal Proposal Practices –

Any deviations from normal proposal practices must be fully explained in detail and supported. Any accounting changes, management challenges, cost sharing arrangements, rate caps, or any other competitive feature without full detailed explanation AND language to be incorporated into any resultant contract WILL NOT be considered. This is also applicable to any subcontractor or interdivisional transfer. We are not encouraging any such changes. To the extent that any change is not adequately supported, the evaluated assessment of the Offeror's submission may be negatively impacted. **Sample Order 1 shall be proposed only as Cost Plus Fixed Fee type proposal.**

## **Attachment 2**

**Replace Attachment 2 entirely with:**

### **Attachment 2 Sample Order 1**

#### **STATEMENT OF WORK**

## **THE NATIONAL TRAINING CENTER**

### **1.0 SCOPE General.**

a. The National Training Center (NTC) is responsible for providing tough, realistic, combined arms and services joint training for brigades and regiments in a mid-to high-intensity environment. From 27 December 2006 thru 16 January 2007, the NTC will conduct a field training exercise (Rotations 07-01) to train the tasks and conditions encountered in a real-world contingency operation. The training will be conducted at Fort Irving, CA.

b. NTC Rotation 07-01 support will be conducted from 27 December thru 16 January 2007. The requirement is for 250 contract translators and interpreters (hereafter referred to as linguists): 248 x CAT I Arab-Iraqi (DG) linguists 1 CAT II Arab-Iraqi (DG) linguist and 1 CAT III Arabic-Iraqi (DG) linguist and appropriate Administrative and Management support personnel. The contracted personnel shall travel to Fort Irwin, CA, to provide Arabic linguist support to enhance the realism of the exercise scenario. The linguists will translate scenario elements into Arabic and act as Arabic and English linguists for exercise participants.

c. The total personnel requirement to support this Rotation is two hundred and fifty (250) linguists and appropriate administrative and managerial personnel. The linguists provided under this order may be used in various ways during an exercise, including some non-speaking activities, however all personnel participating in the exercise must meet the criteria for the linguist category or categories ordered.



## **2.0 QUALIFICATION REQUIREMENT**

a. The Specified Contract Required Language (SCRL) for NTC Rotation 07-01 is Arabic-Iraqi (DG). The total number of contract linguists is two hundred and fifty (250). Management support may begin up to fourteen (14) days prior to each exercise support period to affect exercise preparation, as well as continue up to fourteen (14) days during the post-exercise support period to affect exercise recovery and closeout. Fifty CAT I (50) linguists shall arrive to perform work on day one (1) of the exercise support period, with the remaining two-hundred (200) arriving to perform work on day three (3) of the exercise support period.

b. Linguists must possess the Category I, II, and III language skills as specified at SOW 2.1.2.2.

c. Contracted linguists shall attempt to portray a native Middle Eastern appearance.

d. At least forty linguists should preferably be female to promote realism.

## **3.0 PREVIOUS EXPERIENCE REQUIREMENTS**

a. Contractor personnel participating in an exercise must possess a high degree of familiarity with the respective language, culture, history, religion, customs, and country of SCRL origin.

## **4.0 ADDITIONAL OPERATIONAL REQUIREMENTS**

a. Contractor personnel shall report to contractor site management team as designated by the contractor. Contractor personnel will receive an in-brief, schedule of events, scenario background, area specific information, individual role sheets (if any), and walk through of training area.

b. Contractor personnel shall work in a mixed military and civilian environment and shall ascribe to the US Army, Fort Irwin Installation, and NTC Standard Operating Procedures, regulations, courtesies, and restrictions.

c. Contracted personnel shall be under the operational control of the exercise cell.

d. Contractor personnel must be willing and bring appropriate materials to operate under adverse weather conditions (rain, wind, snow, and mild-to-cold climate).

e. Attire throughout the exercise will be casual, equivalent to that found in rural communities in the Middle Eastern geographical region. No shorts, midriff skirts, or sleeveless shirts will be worn while participating in the exercise.

f. All contracted personnel must be capable of walking approximately 1.5 to 2.0 miles daily during the duration of the exercise and be able to operate under mild to cold climate and wet conditions.

g. The contractor should be prepared to work twelve (12) hours per day for the duration of the support period. Transportation time to and from lodging and to and from training site is not included in these hours.

## **5.0 SECURITY CLEARANCE REQUIREMENTS**

a. Contracted personnel other than CAT II and CAT III linguists shall not be required to have a security clearance to conduct operations during this exercise, but will be required to submit to background and security checks and interviews by government designated personnel as determined by the requiring agency or user. CAT II and CAT III linguists shall have the proper clearances.

b. Contract linguists may be required to report early to the exercise site for interviews by government personnel.

c. Contractor conducted criminal and credit checks will be provided to INSCOM or other government designated personnel at least one (1) week prior to the beginning of the Rotation.

## **6.0 GOVERNMENT FURNISHED SERVICES**

The Government will provide the following services:

a. Emergency services (to include medical) for all contracted personnel.

b. Work space for the contractor site management representative, with access to limited office supplies, limited automation and reproduction systems, and local telephone access. Long distance access, using government communications, will be limited to official business with regard to the exercise as approved by the NTC.

c. Lodging reservations and accommodations for all contracted personnel; two hundred fifty (250) Arab linguists and admin and management support.

d. Three meals daily—breakfast, lunch and dinner. Employees consuming meals at the NTC Dining Facility will be required to pay a surcharge that will be reimbursable by the Government.

## **7.0 CONTRACTOR PROVIDED SERVICES**

The contractor shall provide the following:

a. Transportation for all contracted personnel from their respective originating location to prearranged lodging at Fort Irwin, California, area and return to their respective originating locations.

b. Transportation to and from temporary lodging, to and from the exercise control location, and to and from dining facilities.

c. Appropriate administrative and management support (non-linguists) to supervise contracted linguist personnel, and respond to training requirements of Exercise Control Cell.

d. Two hundred and fifty (250) Arabic-Iraqi (DG) linguists broken down as follow: CAT I, 248; CAT II, 1; and CAT III, 1.

## **8.0 REPORTING**

a. The contractor shall forward signed copies of all invoices for payment to Commander, INSCOM, ATTN: IAOP-CL, 8825 Beulah Street, Fort Belvoir, Virginia 22060-5246.

b. The contractor shall provide time cards, receipts, and/or other work accounting documents to the Contracting Officer's Representative (INSCOM) upon request.

c. At the completion of work the contractor shall provide a Cost and Performance Report to the Government.

d. List of Deliverables

<u>Type of Report</u>	<u>Frequency</u>	<u>Distribution</u>
Quality Control Plan	5 Days after award of Task Order	PCO /COR
Medical Examination Results	As Required	PCO /COR
Cost and Performance Report	IAW Task Orders	PCO /COR
List of Linguists/Personnel Matrix(updated)	As Required	PCO /COR
List of On-Site Managers	IAW Task Orders	PCO /COR
Security Questionnaire	As Required	PCO /COR

## **9.0 SCHEDULE**

a. The period of performance will be from 13 December 2006 thru 30 January 2007.

## **Attachment 5**

**Delete Attachment 5 entirely.**